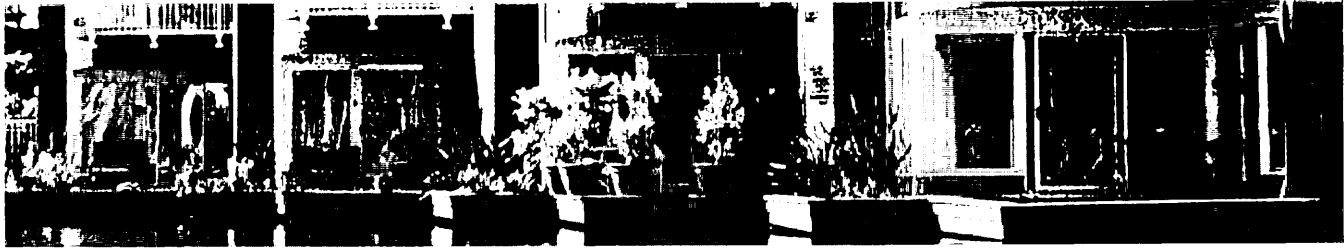


EXHIBIT “F”



innovative
realty services LLC

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understand our
investment goals

view our portfolio of
projects

consider our
track record



About Us

Innovative Realty Services prides itself on its exceptional management team and knowledgeable support staff. Experienced and capable, its team has a track record of over 14 years of successful experience in real estate investment, development and management. With a team of over 90 persons, overseen by two managing members, Innovative Realty Services provides an exemplary opportunity to safely invest your funds. As a full-service real estate development and property management team, Innovative Realty Services has structured a team of experienced integrated partners to manage each project from acquisition, entitlement, and funding to development and marketing. The firm is strategically positioned to successfully execute middle market real estate development opportunities that provide above-average returns for investors seeking near-term cashflow and long-term capital appreciation. Brian Baniqued and Theo Oliphant are the managing members of the Company, and are complemented by a strong analytical research, sales, project management and property management team members. Each real estate project undergoes rigorous scrutiny and analysis at all stages of the process (pre-acquisition diligence, development and construction, as well as operations and dispositions) by a team of experienced real estate professionals to better ensure successful completion.



Brian Baniqued
Managing Member

Brian brings more than 14 years of real estate experience to the table. A realtor since 1991, he is currently a broker and owner of Baniqued Realtors. Since 1998, he has personally sold more than \$280 million of commercial and residential real estate and his two mortgage companies, Wausau d.b.a. Creative Funding and Creative Funding Home & Commercial, have funded more than \$400 million in residential and commercial loans. His current portfolio includes ownership interests in more than 1,000 residential units spread across 12 multi-family apartment complexes and a 15,000 square foot retail/commercial office building. An experienced project and property manager, Brian also owns and operates a national real estate property management company, PinPoint Investments LLC, which currently manages properties in Maine, Arkansas, Tennessee, Texas, and California.



Theo Oliphant
Managing Member

Theo is responsible for managing legal and regulatory work on projects including the California DRE Public Report process, purchase and sale contracts to acquire properties, contracting with project vendors, managing tenant relations for properties with tenants at closing, and ensuring compliance with local, state, and federal housing regulations. He is an attorney with extensive experience in business transactions including company formation, structuring joint ventures, equity and debt financing, mergers and acquisitions, federal and state securities compliance, and more. Prior to co-founding Innovative Realty Services, Theo was a partner at the international law firm of DLA Piper Rudnick Gary Cary, LLP. Theo is a graduate of the University of California at Irvine and received his Juris Doctorate from University of California at Berkeley (Boalt Hall). He was admitted to the California Bar in 1995 and serves on the Board of Directors for the United Way of the Bay Area.

EXHIBIT “G”

300 FRANK H. OGAWA PLAZA
THIRD FLOOR
OAKLAND, CALIFORNIA 94612



Telephone: (510) 834-8808

December 26, 2006

Greystone CDE, LLC
419 Belle Air Lane
Warrenton, Virginia 20186

Re: \$500, 000 Secured Bridge Loan to Santa Fe Pointe, LP (the "Bridge Loan").

Ladies and Gentlemen:

The undersigned has served as counsel for Santa Fe Pointe, LP (the "Borrower"), which has been requested to take certain actions relating to the issuance of the above-captioned Bridge Loan, of which the proceeds are to be used to finance the issuance of Oklahoma Count Home Finance Authority Multifamily Housing Revenue Bonds with respect to that certain 224 unit low income housing development in Oklahoma City, Oklahoma.

You have requested our opinion regarding various matters pertaining to the transaction as set forth below. In the scope of rendering this opinion, we have examined the following:

- A. Bridge Loan Agreement;
- B. Bridge Loan promissory Note;
- C. Assignment of Purchase Agreement
 - Copy of Contract for Real Estate;
- D. Assignment of project Documents;
- E. General and Limited Partner Guaranty, pledge and Security Agreement;
- F. UCC-1 Financing Statements (Partnership Pledge);
- G. Developer Limited Guaranty, Pledge and Security Agreement
- H. UCC-1 Financing Statements (Developer Fee Pledge)
- I. Guaranty and Suretyship Agreement
 - Spousal Consent (if needed)
- J. Assignment of Certificate of Deposit
 - Copy of Certificate of Deposit
- K. UCC-1 Financing Statement (CD Pledge)

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December 26, 2006

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- L. Closing Certificate of Borrower
 - Organizational Documents
 - Certificates of Formation and Good Standing
 - Authorizing Resolutions
- M. Closing Certificate of General Partner
 - Organizational Documents
 - Certificates of Formation and Good Standing
 - Authorizing Resolutions
 - Evidence of Incumbency
- N. Closing Certificate of Limited Partner
 - Organizational Documents
 - Certificates of Formation and Good Standing
 - Authorizing Resolutions
 - Evidence of Incumbency
- O. Closing Certificate of Guarantor, with spousal consent (if applicable)
- P. Closing Certificate of Developer
 - Organizational Documents
 - Certificates of Formation and Good Standing
 - Authorizing Resolutions
 - Evidence of Incumbency
- Q. Opinion of Counsel to Borrower, General Partner, Limited Partner, Developer, and Guarantor
- R. Searches
 - Borrower (UCC, Bankruptcy and Litigation)
 - General Partner (UCC, Bankruptcy and Litigation)
 - Developer (UCC, Bankruptcy and Litigation)
 - Guarantor(s) (Bankruptcy and Litigation)
- S. Initial Disbursement Request
- T. The other documents, certificates of public officials, records and other certificates, opinions and instruments and matters of law we have deemed necessary for the purpose of rendering this opinion. The documents listed in paragraphs A thru F above are referred to herein as the "Transaction Documents."

Based on the foregoing, we are of the opinion that:

1. The Borrower is a duly organized, validly existing limited partnership in good

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December 26, 2006

GIBBS & OLIPHANT LLP

standing under the laws of the State of Oklahoma.

2. The Borrower has the power and authority to enter into and perform the Loan Documents. The execution, delivery and performance of the Loan Documents have been duly authorized by all requisite action on the part of the Borrower, and the Loan Documents and have been duly executed and delivered by the Borrower.
3. The Loan Documents are legal, valid and binding obligations of the Borrower enforceable against the Borrower in accordance with the respective terms thereof. Except as may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights in general. The enforceability of the Borrower's obligations thereunder is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).
4. The execution and delivery of the Loan Documents and the performance by the Borrower of the terms of the Loan Documents do not conflict with or result in a violation of the Operating Agreement of the Borrower or of any agreement, instrument, order, writ, judgment or decree known to us to which the Borrower is a party or is subject.
5. All consents, approvals, authorizations and other action by, or filing with, any governmental authority which are required in connection with the execution and delivery by the Borrower of the Loan Documents have been duly and validly obtained or performed and are in full force and effect.
6. To the best of our knowledge after due inquiry, there is no action, suit, proceeding or investigation by or before any court, agency, or other governmental or administrative board or body, pending against the Borrower or to such counsel's knowledge, threatened, challenging or contesting the existence or powers of the Borrower, or in which an unfavorable decision, ruling or finding would be adversely affect the validity or enforceability of the Loan Documents, the performance by the Borrower of any of its obligations thereunder, or the issuance of the Bonds.
7. None of the Borrow Documents contain any untrue statement of material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading. Due to the limited nature of our engagement as special counsel, we express no opinion whatsoever, and make no representations of any kind, concerning any financial statements, financial or statistical data, financial assumptions or financial projections concerning the participation or the Project.

Very truly yours,

Gibbs & Oliphant LLP

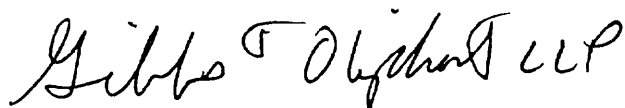
A handwritten signature in cursive script, appearing to read "Gibbs & Oliphant LLP", is written over a horizontal line.

EXHIBIT “H”

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

Greystone CDE

Plaintiff(s)

-against-

Asata Fe Pink

Defendant(s)

PATTERSON, D.J.

07 CV8377 (RPP)
SCHEDULING ORDER

1. This action is referred to Magistrate Judge _____ for _____ after a case management conference.

2. This action is referred for mediation: ____ Yes ____ No.

ANSWER COMPLAINT
(3) ~~Amend the pleadings~~ by 12/23/07.

4. Medical Authorizations by _____.

(5) Rule 26 compliance by 1/8/08.

6. Experts' reports to be served by _____.

7. Experts' depositions to be completed by _____.

(8) All discovery to be completed by 4/11/08.

9. Dispositive motions by _____, Answer by _____, Reply by _____.

(10) Pretrial order to be filed by 4/25/08.

11. Settlement conference with parties & counsel to be held on _____ at _____.

12. Pretrial conference is scheduled for _____ at _____.

(13) Trial date is scheduled for 5/12/08 at 9:30 AM.

December 11, 2007

Dated: New York, New York

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 12/13/07

SO ORDERED.

Robert P. Patterson, Jr.
ROBERT P. PATTERSON, JR.
U.S.D.J.